

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ADOLFO HUMBERTO ALMAZO VIDAL,  
*individually and on behalf of others similarly situated.*

*Plaintiff.*

-against-

THE DRAFT HOUSE LLC (D/B/A THE DRAFT  
HOUSE), MAURIZIO SALIERNO, LUIGI  
GHIDETTI, and FABRIZIO PELLIZZON,

*Defendants.*

18-CV-08819-VSB

SETTLEMENT AGREEMENT  
AND  
RELEASE

This Settlement Agreement and General Release of Claims ("Agreement") is entered into by and among Plaintiff Adolfo Humberto Almazo Vidal ("Plaintiff") on the one hand, and The Draft House LLC (d/b/a The Draft House) (the "Defendant Corporation"), and Maurizio Salierno, Fabrizio Pellizzon and Luigi Ghidetti (the "Individual Defendants") (collectively the Defendant Corporation and the Individual Defendants are the "Defendants"), on the other hand.

WHEREAS, Plaintiff alleges that he worked for Defendants as an employee; and

WHEREAS, a dispute has arisen regarding Plaintiff's alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Southern District of New York, Civil Action No: 18-cv-08819 (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff, subject to the terms and conditions of this Agreement, in consideration of and as the full, complete, and final settlement and final satisfaction of any and all claims or potential claims identified in paragraph 3 of this Agreement Plaintiff may have against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff, the gross sum of Fifteen Thousand Dollars

(\$15,000) (the "Settlement Amount") to be paid to Plaintiff's attorneys in installments as follows:

- (a) A check in the amount of Five Thousand Dollars (\$5,000.00) made payable to "Michael Faillace and Associates, P.C., as Attorneys for Plaintiff," for immediate deposit, within thirty days after court approval of the settlement agreement, delivered to Plaintiff's counsel at their offices located at 60 East 42<sup>nd</sup> Street, Suite 4510, New York, New York 10165. Determination of the Plaintiff's share, counsel fees, and costs, is the responsibility solely of the Plaintiff and his counsel.
- (b) Installment One: A check in the amount of Five Thousand Dollars (\$5,000.00) made payable to "Michael Faillace and Associates, P.C., as Attorneys for Plaintiff," for immediate deposit, within sixty days after court approval of the settlement agreement, delivered to Plaintiff's counsel at their offices located at 60 East 42<sup>nd</sup> Street, suite 4510, New York, New York 10165. Determination of the Plaintiff's share, counsel fees, and costs, is the responsibility solely of the Plaintiff and his counsel.
- (c) Installment Two: A check in the amount of Five Thousand Dollars (\$5,000.00) made payable to "Michael Faillace and Associates, P.C., as Attorneys for Plaintiff," for immediate deposit, within ninety days after court approval of the settlement agreement, delivered to Plaintiff's counsel at their offices located at 60 East 42<sup>nd</sup> Street, suite 4510, New York, New York 10165. Determination of the Plaintiff's share, counsel fees, and costs, is the responsibility solely of the Plaintiff and his counsel.
- (d) All foregoing monthly payments shall have a grace period until the tenth (10th) day of each month after the due date.
- (e) If no payment is made by the Defendants within the ten (10) day grace period, the Plaintiff may claim default. However, the Defendants may cure such default without penalty of any kind if they receive notice of such default by e-mail to Defendants' attorney, Peter Caro Dec at [pdee@mavrolaw.com](mailto:pdee@mavrolaw.com) (for the Defendant Corporation and Defendants Salierno and Pellizzon) and Keith White at [keith@keithwhitelaw.com](mailto:keith@keithwhitelaw.com) (for Defendant Luigi Ghidetti), with the right to cure such default within three (3) business days after date of the notice.

2. Concurrently with the execution of this Agreement, Defendant Maurizio Salierno, on behalf of himself and on behalf of Defendant The Draft House LLC (d/b/a The Draft House) and each of Defendants Fabrizio Pellizzon and Luigi Ghidetti, on behalf of themselves only, shall each execute and deliver to Plaintiff's counsel a confession of judgment ("Confession of Judgment") in the form annexed hereto as Exhibits A, B and C, respectively. The Parties hereby acknowledge and agree that the Confessions of Judgment will be held in escrow by Plaintiff's counsel, and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above and (ii) none of the Defendants cure such default as provided in paragraph 1(e).

Plaintiff's counsel warrants and agrees that the Confessions of Judgment of Defendants Maurizio Salierno, Fabrizio Pellizzon and Luigi Ghidetti, the individual Defendants herein, will be null and void, annulled, discarded and destroyed, with written confirmation given to Defendants' counsels, if and when the Settlement Amount has been fully paid by or on behalf of the Defendants.

3. Release and Covenant Not To Sue: Plaintiff hereby irrevocably and unconditionally releases Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, agents, attorneys, legal representatives and managers, from, and irrevocably and unconditionally forever discharges and covenants not to sue with respect to, any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims"), which Plaintiff at any time has, had, claims or claimed to have against Defendants relating in any manner to his employment by or work for any of the Defendants, including, but not limited to, any and all claims asserted in (or that could have been asserted in) the Litigation, through the Effective Date of this Agreement. Similarly, Defendants release and discharge Plaintiff from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiff relating in any manner to his employment by or work for any of the Defendants, including, but not limited to, any and all claims asserted in (or that could have been asserted in) the Litigation through the Effective Date of this Agreement.

4. No Admission of Wrongdoing: The Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, of any liability of the Individual Defendants for liabilities of the Corporate Defendant, or of any violation of any statute, regulation, duty, contract, right or order.

5. Dismissal of the Litigation: Plaintiff's counsel shall file with the Court in the Litigation along with this executed Agreement for approval, a Notice of Voluntary Dismissal with Prejudice of the case against all Defendants who have executed this Agreement. In the event that additional documentation is needed to terminate the Litigation, Plaintiff's counsel shall execute and submit all documents required to terminate such proceedings.

6. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing, specifically refer to this Agreement, and are signed by a proper representative of Plaintiff and each of the Defendants.

7. Acknowledgment: Plaintiff acknowledges that he has been fully and fairly represented by counsel in this matter. Defendants acknowledge that they have consulted with counsel for the purpose of this Agreement.

Plaintiff and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

8. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and e-mail transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff:  
Michael Faillace, Esq.  
Michael Faillace & Associates, P.C.  
60 East 42<sup>nd</sup> St. Suite 2540  
New York, NY 10165  
Tel: (212) 317-1200  
To Defendants:  
Peter Caro Dee  
Mavronicolas & Dee LLP  
3 Park Avenue, 15<sup>th</sup> Floor  
New York, NY 10016  
Tel: (646) 770-1256  
michael@faillacelaw.com

pdcc@mavrolaw.com

9. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in any dispute with respect to, or subsequent proceeding to enforce this Agreement.

10. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable.

11. Release Notification: Defendants advised Plaintiff to discuss the terms of this Agreement and release of claims with their legal counsel and Plaintiff acknowledges that he has consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C.. Plaintiff acknowledges that it is his choice to waive any potential claims in return for the benefits set forth herein and that he made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with his attorneys. Plaintiff confirms he understands the terms of this Agreement and that he is signing this Agreement voluntarily.

12. Counterparts: To signify their agreement to the terms of this Agreement and General Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below, and the appropriate Defendants have executed their respective Confessions of Judgment. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement may also be executed by facsimile transmission.

Plaintiff:

Date:

12/6/2018


By:

  
Adolfo Humberto Almazo Vidal

Plaintiff's Counsel:

Michael Faillace & Associates, P.C.

By:

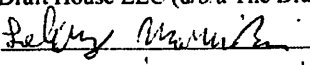


Print Name: Michael Faillace Date: 12-6-2018

**Defendants:**

The Draft House LLC (d/b/a The Draft House)

By:

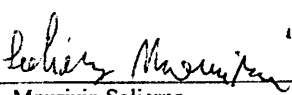


Print Name: SALIerno MAURIZIO Date: 12/02/2018

Date:

12/02/2018

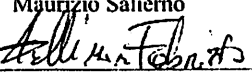
By:

  
Maurizio Salierno

Date:

12-02-2018

By:

  
Fabrizio Pellizzon

Date:

12/02/2018

By:

Luigi Ghidetti  
Luigi Ghidetti

Date: \_\_\_\_\_

By: \_\_\_\_\_

Adolfo Humberto Almazo Vidal

Plaintiff's Counsel:

Michael Faillace & Associates, P.C.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Defendants:**

The Draft House LLC (d/b/a The Draft House)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Maurizio Salierno

Date: \_\_\_\_\_

By: \_\_\_\_\_

Fabrizio Pellizzon

Date: 11/30/18

By: \_\_\_\_\_

Luigi Ghidetti

## EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

ADOLFO HUMBERTO ALMAZO VIDAL,  
*individually and on behalf of others similarly  
situated,*

*Plaintiff,*

-against-

THE DRAFT HOUSE LLC (D/B/A THE DRAFT  
HOUSE), MAURIZIO SALIERNO, LUIGI  
GHIDETTI, and FABRIZIO PELLIZZON,

*Defendants.*

Index No.:

**AFFIDAVIT OF CONFESSION OF  
JUDGMENT**

STATE OF NEW YORK )  
: ss.:  
COUNTY OF )

I, MAURIZIO SALIERNO, being duly sworn, deposes and says:

1. I reside in 608 PALISADE AVE NJ.

2. I am a Manager Member of The Draft House LLC (d/b/a The Draft House). I am duly authorized to make this affidavit of confession of judgment on behalf of The Draft House LLC (d/b/a The Draft House).

3. The Draft House LLC (d/b/a The Draft House) maintains its principal place of business in New York County at 3473 Broadway New York, NY 10031.

4. Pursuant to the terms of the Settlement Agreement and Release by and between Adolfo Humberto Almazo Vidal ("Plaintiff") on the one hand, The Draft House LLC (d/b/a The Draft House) (the "Defendant Corporation"), Maurizio Salierno, Fabrizio Pellizzon and Luigi Ghidetti (the "Individual Defendants" and, together with the Defendant Corporation, each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof in New York County against The Draft House LLC (d/b/a The Draft House) in favor of Plaintiff for the sum of Fifteen Thousand Dollars (\$15,000).

5. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that



Defendants are to submit a total sum of \$15,000 to Plaintiff.

6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, as a judgment for Fifteen Thousand dollars (\$15,000) (less any amounts already paid to Plaintiff pursuant to the schedule in the Settlement Agreement or less any amounts already paid to Plaintiff pursuant to collection from other confessions of judgment entered into by other Defendants in connection therewith), against me, Maurizio Salierno, jointly and severally with The Draft House LLC (d/b/a The Draft House) and with the separate affidavits of confession of judgment executed by Fabrizio Pellizon and Luigi Ghidetti.

THE DRAFT HOUSE LLC (D/B/A THE  
DRAFT HOUSE)

By: Maurizio Salierno  
MAURIZIO SALIERNO  
Title: President/Managing Member

STATE OF New York  
: ss.:  
COUNTY OF New York

On December 2nd, 2018, before me personally came Maurizio Salierno to me known, who, by me duly sworn, did depose and say that deponent resides at 600 Palisades Parkway City, NY, that deponent is the President/Managing Member of The Draft House LLC (d/b/a The Draft House), the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of The Draft House LLC (d/b/a The Draft House) and was authorized to do so.

[Signature]  
Notary Public

LUIS M SALAZAR  
Notary Public - State of New York  
NO. 01SA633570  
Qualified in New York County  
My Commission Expires Nov 23, 2019

## EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

----- X  
ADOLFO HUMBERTO ALMAZO VIDAL, :  
*individually and on behalf of others similarly* :  
*situated,* : Index No.:

*Plaintiff,* :

-against- :

THE DRAFT HOUSE LLC (D/B/A THE DRAFT :  
HOUSE), MAURIZIO SALIERNO, LUIGI :  
GHIDETTI, and FABRIZIO PELLIZZON, :

*Defendants.* :  
----- X

STATE OF NEW YORK )  
: ss.:  
COUNTY OF )

Fabrizio Pellizzon, being duly sworn, deposes and says:

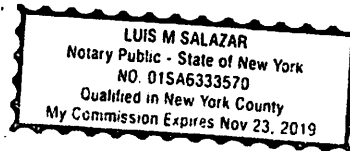
1. I reside in 270 SEAMAN AVE N1N10034
2. Pursuant to the terms of the Settlement Agreement and Release by and between Adolfo Humberto Almazo Vidal ("Plaintiff") on the one hand, and The Draft House LLC (d/b/a The Draft House), Maurizio Salierno, Fabrizio Pellizzon, and Luigi Ghidetti on the other (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof in New York County against me individually and in favor of Plaintiff for the sum of Fifteen Thousand Dollars (\$15,000) (the "Settlement Amount").
3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$15,000 to Plaintiff.
4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, as a judgment for Fifteen Thousand Dollars (\$15,000) (the "Settlement Amount") (less any amounts already paid to Plaintiff pursuant to the schedule in the Settlement Agreement or less any amounts already paid to Plaintiff pursuant to collection from other confessions of judgment entered into by other Defendants in connection therewith), against me, Fabrizio Pellizzon, jointly and severally with separate affidavits of confession of judgment executed by The Draft House LLC (d/b/a The Draft House), Maurizio Salierno, and Luigi Ghidetti.

  
Fabrizio Pellizzon

Sworn to before me this  
2<sup>nd</sup> day of December 2018

  
Notary Public



## EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

----- X  
ADOLFO HUMBERTO ALMAZO VIDAL,  
*individually and on behalf of others similarly  
situated,*

*Plaintiff,*

-against-

THE DRAFT HOUSE LLC (D/B/A THE DRAFT  
HOUSE), MAURIZIO SALIERNO, LUIGI  
GHIDETTI, and FABRIZIO PELLIZZON,

*Defendants.*  
----- X

Index No.:

**AFFIDAVIT OF CONFESSION OF  
JUDGMENT**

STATE OF NEW YORK        )  
                                  : ss.:  
COUNTY OF                )

Luigi Ghidetti, being duly sworn, deposes and says:

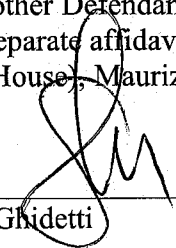
1. I reside in Bronx, NY.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Adolfo Humberto Almazo Vidal ("Plaintiff") on the one hand, and The Draft House LLC (d/b/a The Draft House), Maurizio Salierno, Fabrizio Pellizzon, and Luigi Ghidetti on the other (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof in New York County against me individually and in favor of Plaintiff for the sum of Fifteen Thousand Dollars (**\$15,000**) (the "Settlement Amount").

3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$15,000 to Plaintiff.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York, as a judgment for Fifteen Thousand Dollars (\$15,000) (the "Settlement Amount") (less any amounts already paid to Plaintiff pursuant to the schedule in the Settlement Agreement or less any amounts already paid to Plaintiff pursuant to collection from other confessions of judgment entered into by other Defendants in connection therewith), against me, Luigi Ghidetti, jointly and severally with separate affidavits of confession of judgment executed by The Draft House LLC (d/b/a The Draft House), Maurizio Salierno, and Fabrizio Pellizzon.

  
\_\_\_\_\_  
Luigi Ghidetti

Sworn to before me this  
30<sup>th</sup> day of November, 2018

  
\_\_\_\_\_  
Notary Public

ERNEST STEVE OKOAMPAH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01OK6266492  
Qualified In Bronx County  
My Commission Expires 07-30-2020